

**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**Addendum**  
**Section 00900**

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**ADDENDUM No. 3**

Date October 19, 2016

City of Austin

Project Name Chilled Water Piping Construction in the Right of Way

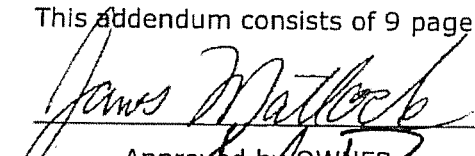
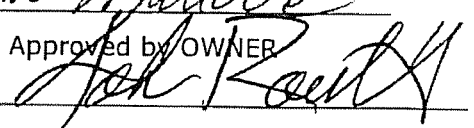
C.I.P. No. 7190.006 IFB No.: CLMC 606

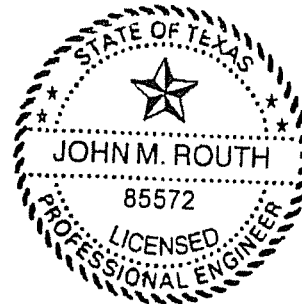
This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated August 8, 2016. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions: Replace Section 00300U-IDIQ in its entirety and replace with attached section 00300U-IDIQ

B. Drawing Revisions: NONE

This addendum consists of 9 page(s)/sheet(s).

  
\_\_\_\_\_  
Approved by OWNER  
  
\_\_\_\_\_  
Approved by ENGINEER/ARCHITECT



**END**

**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**UNIT PRICE BID FORM**  
Section 00300U-IDIQ

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: Chilled Water Piping Construction in the Right of Way (CIP ID# 7190.006, IFB# CLMC 606) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, and having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual within the time indicated for the following prices of:

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

MINIMUM WAGES: Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the \$13.03 minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.03 minimum wage required.

| Bid Item | Quantity | Unit | Item Description   | Unit Price | Amount |
|----------|----------|------|--|------------|--------|
| 430S-B   | 600      | LF   | P.C. Concrete Curb and Gutter  | \$         | \$     |
| 430S-E   | 200      | LF   | P.C. Concrete Laydown Curb (Excavation)  | \$         | \$     |
| 430S-F   | 400      | LF   | P.C. Concrete Laydown Curb (Fine Grading)  | \$         | \$     |
| 432SR-4  | 500      | SF   | Reconstruct Concrete Sidewalks to 4 inch thickness, including removal of existing sidewalk | \$         | \$     |
| 432SR-5  | 500      | SF   | Reconstruct Concrete Sidewalks to 5 inch thickness, including removal of existing sidewalk | \$         | \$     |
| 432SR-6  | 500      | SF   | Reconstruct Concrete Sidewalks to 6 inch thickness, including removal of existing sidewalk | \$         | \$     |
| 509S-1   | 2000     | LF   | Trench Excavation Safety Protective System (all depths)                                    | \$         | \$     |
| 610S-A   | 500      | LF   | Protective Fencing Type A Chain Link Fence (Typical Application high damage potential)     | \$         | \$     |
| 610S-B   | 100      | LF   | Protective Fencing Type B Wood Fence (Typical Application high damage potential)           | \$         | \$     |
| 610S-C   | 400      | LF   | Protective Fencing Type C Other Material (Limited Application minimal damage potential)    | \$         | \$     |
| 610S-D   | 25       | EA   | Tree Well (Tree Protection)  | \$         | \$     |
| 628S-A   | 50       | LF   | Sediment Containment Dikes with hay bales  | \$         | \$     |
| 628S-B   | 50       | LF   | Sediment Containment Dikes with filter fabric  | \$         | \$     |
| 803S-SF  | 1000     | LF   | Safety Fence   | \$         | \$     |

| Bid Item              | Quantity | Unit | Item Description  | Unit Price | Amount |
|-----------------------|----------|------|---|------------|--------|
| SP501S-ROCK-18        | 250      | LF   | Underground dig via tunnel or jack & bore method, minimum 40 feet and up to 300 feet long, min 12 feet and up to 20 feet cover depth above top of excavation, <b>IN ROCK</b> , 18" CHS and CHR pipes, two 4" conduits, grout  | \$         | \$     |
| SP501S-SOIL-12        | 100      | LF   | Underground dig via tunnel or jack & bore method, minimum 40 feet and up to 300 feet long, min. 12 feet and up to 20 feet cover depth above top of excavation, <b>IN SOIL</b> , 12" CHS and CHR pipes, two 4" conduits, grout | \$         | \$     |
| SP501S-SOIL-18        | 400      | LF   | Underground dig via tunnel or jack & bore method, minimum 40 feet and up to 300 feet long, min. 12 feet and up to 20 feet cover depth above top of excavation, <b>IN SOIL</b> , 18" CHS and CHR pipes, two 4" conduits, grout | \$         | \$     |
| SP501S-SOIL SMALLPIT  | 325      | CY   | Excavation pit for tunnel or jack & bore head and/or access to existing CHW pile for hot tap <b>IN SOIL</b> , up to 10' x 22' by 20' deep, including shoring excavation, debris haul off, backfill & compaction, CLSM.        | \$         | \$     |
| SP501S-SOIL LARGE PIT | 625      | CY   | Excavation pit for tunnel or jack & bore head and/or access to existing CHW pipe for hot tap <b>IN SOIL</b> , up to 10' x 22' by 20' deep, including shoring, excavation, debris haul off, backfill & compaction, CLSM.       | \$         | \$     |
| SP506S                | 10       | EA   | Communications manhole, per Austin Energy Standard Detail #R3 "Communication Vault"   | \$         | \$     |
| SP506S- MHCV          | 10       | EA   | Communications manhole, per Austin Energy Standard Detail #R3 "Communication Vault"   | \$         | \$     |
| SP-510-ROCK-18        | 400      | LF   | Open trench minimum 30 feet and up to 100 feet long up to 18 feet cover depth (above pipes), thru rock, 18" CHS and CHR pipes, two 4" conduits, excavation & backfill.  | \$         | \$     |
| SP-510-ROCK-24        | 400      | LF   | Open trench minimum 30 feet and up to 100 feet long, up to 18 feet cover depth (above pipes), thru rock, 24 " CHS and CHR pipes, two 4" conduits, excavation & backfill.  | \$         | \$     |
| SP-510-SOIL-12        | 400      | LF   | Open trench, minimum 30 feet and up to 100 feet long, up to 18 feet cover depth (above pipes), Type A or B soil conditions, 12" CHS and CHR pipes, two 4" conduits, excavation and backfill.                                  | \$         | \$     |
| SP-510-SOIL-18        | 400      | LF   | Open trench, minimum 30 feet and up to 100 feet long, up to 18 feet cover depth (above pipes), Type A or B soil conditions, 18" CHS and CHR pipes, two 4" conduits, excavation and backfill.                                  | \$         | \$     |
| SP-510-SOIL-24        | 500      | LF   | Open trench, minimum 30 feet and up to 100 feet long, up to 18 feet cover depth (above pipes), Type A or B soil conditions, 24" CHS and CHR pipes, two 4" conduits, excavation and backfill.                                  | \$         | \$     |

| Bid Item             | Quantity | Unit         | Item Description  | Unit Price | Amount |
|----------------------|----------|--------------|---|------------|--------|
| SS230190             | 5        | EA           | Video inspection of newly installed chilled water piping from 12" to 24"                    | \$         | \$     |
| 803S-CD              | 30       | CD           | Barricades, Signs, and Traffic Handling. Single Lane Closure                                | \$         | \$     |
| 803S-WD              | 30       | WD           | Barricades, Signs, and Traffic Handling. Single Lane Closure                                | \$         | \$     |
| 803S-MO              | 4        | MO           | Barricades, Signs, and Traffic Handling. Single Lane Closure                                | \$         | \$     |
| 803S-D-CD            | 30       | CD           | Barricades, Signs, and Traffic Handling. Double Lane Closure                                | \$         | \$     |
| 803S-D-WD            | 30       | WD           | Barricades, Signs, and Traffic Handling. Double Lane Closure                                | \$         | \$     |
| 803S-D-MO            | 4        | MO           | Barricades, Signs, and Traffic Handling. Double Lane Closure                                | \$         | \$     |
| SS-230517-1          | 4        | EA           | Pipe Seals for up to 12" pipe size  | \$         | \$     |
| SS-230517-2          | 10       | EA           | Pipe Seals for up to 13" to 18" pipe size   | \$         | \$     |
| SS-230524 BFV-8      | 2        | EA           | 8" Butterfly valves   | \$         | \$     |
| SS-230524 BFV-10     | 2        | EA           | 10" Butterfly valves  | \$         | \$     |
| SS-230524 BFV-12     | 4        | EA           | 12" Butterfly valves  | \$         | \$     |
| SS-230524 BFV-18     | 4        | EA           | 18" Butterfly valves  | \$         | \$     |
| SS-230524 BFV-24     | 4        | EA           | 24" Butterfly valves  | \$         | \$     |
| SS-230524 BFV-30     | 1        | EA           | 30" Butterfly valves  | \$         | \$     |
| SS-230524- AIR       | 4        | EA           | Air release assembly per standard AE detail #R2   | \$         | \$     |
| SS232115-HT-12 on 18 | 2        | EA           | Hot tap for 12" pipes onto 18" pipe, to include both chilled water supply and return piping | \$         | \$     |
| SS232115-HT-12 on 24 | 2        | EA           | Hot tap for 12" pipes onto 24" pipe, to include both chilled water supply and return piping | \$         | \$     |
| SS232115-HT-18 on 24 | 2        | EA           | Hot tap for 18" pipe onto 24" piping to include both chilled water supply and return piping | \$         | \$     |
| SS232500 RCHEMA      | 25       | Per 100 Gal. | Cleaning and flushing for 12" piping and lower  | \$         | \$     |
| SS232500 RCHEMB      | 50       | Per 100 Gal. | Cleaning and flushing for 14" to 20" piping and lower                                       | \$         | \$     |
| SS232500 RCHEMC      | 25       | Per 100 Gal. | Cleaning and flushing for 24" to 30" in piping.   | \$         | \$     |
| SS232500-R CHEM1     | 1000     | Per Hour     | Pump Watch  | \$         | \$     |

| Bid Item                         | Quantity | Unit       | Item Description  | Unit Price | Amount   |
|----------------------------------|----------|------------|---|------------|----------|
| SS232500-R CHEM2                 | 50       | Per Gallon | Chemistry from 0 to 5,000 gallons of treated water  | \$         | \$       |
| SS232500-R CHEM3                 | 50       | Per Gallon | Chemistry from 5,001 to 80,000 gallons of treated water.  | \$         | \$       |
| SS260533 Innerduct -A            | 500      | LF         | Installation of 3 single raceway Owner provided inner ducts within 4" non-metallic conduit.     | \$         | \$       |
| SS260533 Innerduct -B            | 500      | LF         | Installation of 3 single raceway Contractor provided inner ducts within 4" non-metallic conduit | \$         | \$       |
| SS271300 Innerduct – Fiber optic | 500      | LF         | Fiber Optic Cable installed within Innerduct and manholes                                       | \$         | \$       |
| Allowances (Mobilization)        |          |            |   |            | \$57,000 |
| TOTAL BID (Including Allowances) |          |            |   | \$         | \$       |

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

The CONTRACTOR will base its bid amount on the CONTRACTOR'S unit prices and the estimated quantities of Work set forth in the Bid Form, which will only be used for the purpose of comparison and evaluation of Bids. The OWNER will subsequently issue Work Assignments based on the OWNER's needs and not in accordance with the estimated quantities contained in the Bid documents up to the aggregated Contract Amount of, **\$15,000,000**, subject to further appropriations. The unit prices bid by the successful bidder shall remain firm throughout the initial term of the CONTRACT.

Bid prices may be adjusted for the Contract extension on the basis of an increase or decrease of the existing prices upwards or downwards in accordance with the 20 City average Engineering News Record Construction Cost Index (CCI) (at the time of notice of contract extension) divided by the current area CCI at the time of bid. The adjusted prices will be included in a change order and will remain firm throughout the Contract extension period. Upon receipt of the notice of the exercise of the option for an additional contract term by the OWNER, the CONTRACTOR must request a Bid price adjustment in writing or the then current Bid prices will remain in force and effect.

**Note: For a more detailed explanation of Bid Allowances, see Section 00810-IDIQ and 01020-IDIQ.**

#### Optional Information on Bid Prices Submitted by Computer Printout

In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U-IDIQ is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

**BID GUARANTY:** A Bid guaranty must be enclosed with this Bid, as required in Section 00020-IDIQ, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of One hundred and twenty (120) Calendar Days. Award of contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020-IDIQ or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

**TIME OF COMPLETION:** The undersigned Bidder agrees to commence work on the date specified in each written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within the time indicated in each Work Assignment. If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within Thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work. The Bidder further agrees that should the Bidder fail to **substantially/finally** complete the Work within the number of days indicated in the Work Assignment or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

**WAIVER OF ATTORNEY FEES:** In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

**LIQUIDATED DAMAGES:** The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of **Eleven Hundred Dollars \$1,100 dollars per Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of **Eleven Hundred dollars \$1,100 per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.** Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

The undersigned acknowledges receipt of the following addenda:

|                            |                |
|----------------------------|----------------|
| Addendum No. 1 dated _____ | Received _____ |
| Addendum No. 2 dated _____ | Received _____ |
| Addendum No. 3 dated _____ | Received _____ |
| Addendum No. 4 dated _____ | Received _____ |
| Addendum No. 5 dated _____ | Received _____ |

\_\_\_\_\_  
Secretary, \*if Bidder is a Corporation

\_\_\_\_\_  
Bidder

(Seal)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number / FAX Number

Email Address for Person Signing Bid

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Email Address for Bidder's Primary Contact Person

\* Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.



## EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT

|                      |
|----------------------|
| <b>Project Name:</b> |
| <b>CIP ID #:</b>     |
| <b>IFB #:</b>        |

| <i><b>Bid<br/>Item #</b></i> | <i><b>Bid Item<br/>Description</b></i> | <i><b>Unit</b></i> | <i><b>Qty</b></i> | <i><b>Unit<br/>Bid<br/>Price</b></i> | <i><b>Total<br/>Amount</b></i> |
|------------------------------|--|--------------------|-------------------|--------------------------------------|--------------------------------|
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
|                              |  |                    |                   |                                      |                                |
| <b>Total Bid:</b>            |  |                    |                   |                                      |                                |

(YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid. In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item amounts, will prevail over the amount entered by the Bidder.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**End**